ORIGINAL

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of	)	
	)	CC Docket No. 94-129
Policies and Rules Concerning	)	
Unauthorized Changes of Consumers'	)	
Long Distance Carriers	)	

MCI COMMENTS

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Dated: January 9, 1995

Summary

The Commission should adopt certain new rules and use them in combination with its considerable enforcement powers to protect consumers against "sharp" carrier practices taken in connection with the employment of "Letters of Authorization" or "LOAs" in today's marketplace. New rules could prohibit the use of "negative option LOAs," LOAs which also serve as contest entry forms, LOAs in the form of an endorsement of a check or other negotiable instruments. New rules could also require the use of print-font of a reasonable, prescribed size, and require that foreign-language solicitations be accompanied by foreign-language LOAs. These make good sense in view of the problems reported by the Commission and encountered by MCI in the marketplace.

However, the adoption of rules would be wrong when they are not needed or when enforcement action against a particular offending carrier is sufficient. Indeed, the adoption of unnecessary rules would only serve to hinder aggressive -- albeit, lawful and fair -- marketplace competition and would, therefore, be contrary to the public interest in promoting consumer choice and healthy competition. The market affected -- the interexchange transmission services market -- is unique in that, despite the growth of competition, it continues to be dominated by a single carrier -- AT&T Corp. -- possessing a market share greater than 60-percent. This fact necessitates that competitors be able to market their services aggressively and without undue restrictions that would only benefit the

incumbent service provider.

Proposals to prohibit the use of LOAs in combination with "inducements," and otherwise mandating that they be "separate documents," are overreaching. They raise important Constitutional and competitive issues. So, too, would any restrictions placed upon the use of 800 numbers in connection with the marketing efforts employed by interexchange carriers. Restrictive proposals in these areas must be capable of being fully supported from both a legal and a marketplace perspective before they can be implemented by the Commission.

The Commission should focus its attention on only the most patently unlawful practices of which there is compelling marketplace evidence, and it should leave to individual enforcement actions -- or possibly subsequent rulemakings -- other legal wrongs that arise in the future.

TABLE OF CONTENTS

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	)	
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MCI COMMENTS

MCI Telecommunications Communications Corporation (MCI) hereby provides its initial comments in response to the Commission's Notice of Proposed Rule Making, FCC 94-292, CC Docket No. 94-129, adopted and released November 10, 1994 (Notice). Therein, the Commission is proposing to adopt new rules addressing the form, content and use of "Letters of Agency"[1] in order to protect consumers from interexchange carrier marketing practices perceived to be confusing or potentially misleading.[2]

Background

According to the Commission, there have been a substantial number of consumer complaints involving LOAs, which complaint number has increased over the past year. To remedy this problem,

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[1] A "Letter of Agency" or "LOA" is a document, signed by the consumer, that evidences the selection by that consumer of a particular carrier as the "primary interexchange carrier" or "PIC." Notice at 1.

[2] Id.

the Commission is proposing to adopt the following rules[3]:

* An LOA must be a separate document which has the sole purpose of authorizing an interexchange carrier to initiate a PIC change. The LOA must be signed and dated by the subscriber to the telephone line(s) requesting the PIC change.

* An LOA may not be combined with inducements of any kind on the same document. The LOA may not be used in combination with contest entry forms, checks, or other negotiable instruments.

* An LOA must be printed with a type of sufficient size and must be clearly legible, and must contain clear and unambiguous language[4] that confirms:

  * the subscriber's billing name and address and each telephone number to be covered by the PIC change order; and

  * the decision to change the PIC from the current interexchange carrier to the prospective interexchange carrier; and

  * the subscriber designates the interexchange carrier to act as the subscriber's agent for the PIC change; and

  * the subscriber understands that only one interexchange carrier may be designated as the subscriber's PIC for any one telephone number, and that selection of multiple

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[3] These proposed rules are set forth in Appendix A of the Notice.

[4] With respect to proposed rules concerning the text of the LOA, the Notice provides that the proposed rules restate and organize the LOA requirements found in other orders into one standard rule. See Notice at 7; see, also, PIC Verification Order, 7 FCC Rcd 1038, 1048 (1992); see, also, 47 C.F.R. § 64.1100.

carriers will invalidate all such selections; and

* An LOA shall not instruct the subscriber to take some action in order to retain the subscriber's current interexchange carrier.[5]

MCI Supports The Adoption of Narrowly-tailored Rules to Protect Consumers.

MCI recognizes that some consumers have in some instances become the victims of "sharp practices" perpetrated by some other interexchange carriers in connection with their use of LOAs. Accordingly, MCI generally supports the adoption of rules designed to protect consumers against such practices. In particular, MCI strongly supports adoption of a rule prohibiting the switching of a subscriber who fails to respond to a solicitation. "Negative option LOAs" clearly have no place in the marketplace and should be outlawed, as it is the antithesis of consumer interest and fair competition to base carrier actions upon consumer non-action.

However, MCI opposes the adoption of other rules that likely would frustrate legitimate marketing practices of competing interexchange carriers. It thus opposes, on both public interest and Constitutional grounds, rules that would prohibit LOAs from being used in combination with "inducements" of any kind on the same document and would require that LOAs be contained in "separate documents." These proposals go far beyond the elimination of sharp practices because they would unfairly impact

[5] In other words, so-called "negative option LOAs" will be prohibited.

the legitimate marketing practices of many carriers. It is critically important that the Commission recognize that the interexchange marketplace, while becoming more competitive than it has been at any time in the past, still is dominated by a single carrier, AT&T Corp. (AT&T), which possesses more than a 60-percent market share of the interexchange long distance market. Therefore, those who seek to effectively compete against the dominant carrier must be accorded substantial flexibility in how they compete; and they must not be denied the ability to try any and all legal means to approach the dominant carrier's entrenched customer base. Under current market conditions, it should be recognized that the imposition of undue restrictions on aggressive, but lawful, marketing practices will only benefit AT&T, to the detriment of competition and, ultimately, consumers.

To combat sharp or deceptive carrier marketing practices in the marketplace, MCI recommends that the Commission employ its considerable enforcement powers. This would be preferable to the adoption of detailed and pervasive rules that would foreclose, or at least severely hinder, the use of legitimate marketing approaches and practices. Furthermore, targeted enforcement actions would allow the Commission to remove "rotten apples from the barrel" without affecting the majority of carriers, such as MCI, whose practices are not at all objectionable but would be adversely affected by draconian rules that prescribe -- or

proscribe -- marketplace undertakings.[6]

The Proposed Rules Fail To Distinguish Between Deceptive Practices and Legitimate Commercial Practices.

Although the proposed rules would not permit LOAs to be used in combination with "inducements," and would mandate that LOAs be "separate documents" which may not be attached to any other document,[7] the term "inducements" is not defined, nor is there any delineation of a rationale that would justify a requirement that LOAs be "separate documents".

Without defining impermissible "inducements", it is impossible to distinguish between legitimate commercial incentives, as distinct from deceptive practices that ought to be prohibited. If the Commission is seeking to foreclose all promotional materials or advertisements used with LOAs, its proposal is too sweeping. These kinds of "inducements" are an integral part of commerce and actually serve to assist consumers in making important choices by coupling necessary information with legitimate incentives. If promotional materials or

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[6] There appears to be a belief that the adoption of rules rather than the application of the Commission's enforcement powers is necessary because it is less "resource-demanding" on the regulator. Such a perspective, MCI believes, may be short-sighted. First, rules themselves need to be enforced; and, second, there may be nothing more effective upon carrier behavior than the institution by the Commission of enforcement action against a carrier. For example, the mere issuance of a "show cause" order, without more, is capable of affecting carrier conduct in a material fashion.

[7] Notice at 2.

advertisements were to be prohibited in connection with the use of LOAs, such a measure would be inconsistent with the Commission's long standing policy of seeking to expand consumer choices to the maximum extent possible.[8]

Also, the proposals fail to articulate a rationale that would justify the Commission's requiring that LOAs be "separate documents" in all circumstances. The proposed rule does not distinguish between the use of LOAs in general advertisements, as distinct from their use in direct-mailings. In this regard the Notice does not claim that there has been any significant problem with LOAs in the context of general advertisements. Moreover, the proposed rule fails to recognize the realities of general advertising which, because of space and cost limitations, make it impractical for LOAs to be physically separated. Unfortunately, adoption of the proposal would produce the opposite effect of what the Commission intends; since customers would lack easy access to necessary product information, their chances for confusion about services would increase.

If the "separate document" requirement is to apply to direct-mailings, it is unclear whether the proposed rules would permit LOAs to be sent with advertising materials in the same

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[8] See, for example, in the context of 800 service, where the Commission said: "[w]e believe that the public interest will be best served by affording users the widest possible choice...." CC Docket No. 86-10, Order, In the Matter of Provision of Access for 800 Service, released February 10, 1993, at 14.

envelope.[9] MCI urges that the Commission clarify its intent but that in no event should any rule be adopted that would prohibit LOAs and advertising materials from being provided to consumers in the same package, since such an event alone could not possibly be found to constitute a deceptive practice warranting consumer protection.[10] Such a rule would needlessly impose an additional cost on carrier delivery of product information to consumers and, under the circumstances, would appear to be arbitrary.

The Proposed Rules would Adversely Affect Legitimate Carrier Marketing Practices.

If the Commission's proposed rules were adopted, they would adversely affect legitimate marketing practices of carriers, even where there is no claim or even hint of deception. For example, MCI currently offers 2000 travel miles with American Airlines, if a consumer switches his or her residential interexchange carrier service to MCI, and offers five additional airline travel miles for every dollar spent on MCI service. To obtain the benefit, a consumer must detach and sign a postage-paid order form.[11] This

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[9] From a plain reading of the proposed rules, it does not appear that the Commission intends to prohibit LOAs and advertising materials from being sent to consumers in the same envelope, although the Notice itself indicates otherwise. Contrast Notice, Appendix A with Notice at 2, 8.

[10] The Commission indicated that, typically, its concern arises when LOAs are combined in the same document. See Notice at 7. The Commission does not suggest that any significant problems are experienced when LOAs and advertising are included in the same mailing or package.

[11] See Attachment 1.

type of marketing practice, though simple, easy-to-understand, and commonplace to sales efforts in virtually all industries, would presumably be prohibited under the proposed rules because (1) the LOA contains "inducements" -- airline miles -- if the consumer orders service, and (2) the LOA is not "separated" because the order form is attached to a brochure (and the LOA is not detached from the brochure until a prospective customer mails in an order). For similar reasons, the marketing programs of other carriers would likewise be forbidden, without any showing that such marketing efforts constitute deceptive practices.[12]

In view of the foregoing, if the Commission determines, based upon the record developed herein, that it is necessary to exercise greater control over LOAs, MCI urges that it adopt narrowly-tailored rules directed at specific deceptive business practices, such as those involving "negative option LOAs", LOAs which also serve as contest entry forms, and LOAs in the form of an endorsements of checks or other negotiable instruments.[13] Preferably, as indicated above, the Commission should institute enforcement actions against those carriers who engage in deceptive practices rather than adopt a wholesale slate of rules that would frustrate the legitimate marketing activities of carriers seeking to compete effectively against the dominant carrier.

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[12] For example, AT&T's brochure, appended hereto and incorporated herein as Attachment 2, would be prohibited under the proposed rules.

[13] Notice at 5.

The Proposed Rules, As Written, May Be Unconstitutional

Aside from the rule deficiencies noted above, MCI is also concerned that the rules as proposed would not pass Constitutional muster, and thus they represent a direct threat to the First Amendment rights of interexchange carriers.[14]

Any court reviewing the proposed rules would undoubtedly analyze their Constitutionality by applying a Commercial Free Speech analysis.[15] In this analysis, a court would view the speech which the proposed rules intended to regulate as not inherently misleading. Indeed, it is the fundamental premise of the proposed rules that an LOA and any attendant advertising or marketing devices can be presented in a way which is not misleading. Thus, the Commission does not suggest, nor could it, that all customers are misled by a combination of LOAs and inducements, but simply indicates that it has received a number of complaints about certain LOA formats.[16]

In its Notice, the Commission observes that "[m]any . . .

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[14] See Central Hudson Gas & Electric Corp. v.Pub. Serv. Comm'n of N.Y. (Central Hudson), 447 U.S. 557, 566 (1980); Ibanez v. Florida Dep't of Business and Professional Regulation (Ibanez), 114 S.Ct. 2084, 2088 (1994).

[15] The Supreme Court generally considers commercial speech to be "expression related solely to the economic interests of the speaker and its audience", Central Hudson 447 U.S. 557, 561 (1980); Virginia State Bd. of Pharmacy v. Virginia Citizens Consumer Council, Inc., 425 U.S. 748, 762 (1976), as well as speech which proposes a commercial transaction. See Edenfield v. Fane 113 S.Ct. 1792, 1798 (1993); Central Hudson, 447 U.S. at 562 (quoting Ohralick v. Ohio State Bar Ass'n, 436 U.S. 447, 455-56 (1978)). Under either formulation, the speech at issue here is likely to qualify as commercial speech.

[16] Notice at 4-5.

complaints describe apparently deceptive marketing practices in which consumers are induced to sign a form document that does not clearly advise the consumers that they are authorizing a change in their [primary interexchange carrier]."[17] Regarding the combining of inducement language and LOA forms, the Commission stated, "the characteristic common to all of these marketing practices is that the inducement is combined with the LOA and the inducement language is prominently displayed on the inducement/LOA form while the primary [interexchange carrier] change language is not, thus leading to consumer confusion."[18] Accordingly, the heart of the Commission's concern is directed not at eliminating inherently misleading speech but, rather, at eliminating potential confusion regarding the effect of the LOA form.[19]

Where commercial speech is accurate -- i.e., not inherently misleading or deceptive -- the government's ability to regulate that speech is limited. The Supreme Court indicated in Central Hudson that the government may regulate commercial speech where (1) the government has asserted a "substantial" government interest, (2) the restriction directly advances a substantial governmental interest, and (3) the regulation is no more

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[17] Notice at 5 (emphasis added).

[18] Id. (emphasis added).

[19] Id.

restrictive than necessary to achieve the government's objective.[20] The burden of justifying a restriction under this test is on the party seeking to uphold it.[21] Under these standards, the Commission's proposed rules would fail to pass Constitutional muster.

Assuming that the Commission's goal of eliminating customer "confusion" constitutes a substantial governmental interest that is directly advanced by the proposed rules, the Commission would have difficulty showing that the regulation is no more restrictive than necessary to meet the governmental objective. As noted above, there is no discussion in the Notice that the proposed rule concerning separating an LOA from an inducement and the rule mandating certain clarified LOA language are both required to eliminate customer confusion. The record evidence thus far relied upon concerning unauthorized conversions is conclusory and altogether lacking in detail. As previously mentioned, MCI believes that the proposals would likely produce the opposite effect which the Commission intends; since customers would lack easy access to necessary product information, their chances for confusion about services would increase. In contrast, it appears that a combined LOA/inducement form could satisfy the Commission's concerns if the purpose and effect of

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[20] Central Hudson, 447 U.S. 557, 566 (1980). The same commercial free speech test which applies to states on this issue also applies to the federal government. See Moser v. FCC, 811 F. Supp. 541 (D. Or. 1992) (applying Central Hudson test to FCC telephone solicitation regulations).

[21] Ibanez , 114 S.Ct. 2084, 2088 n.7.

the contemplated transaction were made clear on the combined form. In this light, MCI believes that a court would likely find that the proposed rules prohibiting a combination of LOAs with inducements to be unjustified and overbroad under the Central Hudson test.

If the combined LOA/inducement form were considered to be "potentially misleading," the Commission's proposed regulation would still not satisfy constitutional standards. To regulate potentially misleading commercial speech, the Commission bears the burden of demonstrating "that the harms it recites are real and that its restriction will in fact alleviate them to a material degree.[22] The Supreme Court has also indicated that an absolute prohibition on commercial speech may not be imposed if the information contained can be presented in a way that is not deceptive.[23] The regulation of commercial speech must be "no broader than reasonably necessary to prevent the deception."[24]

Thus, the burden remains on the Commission to demonstrate -- by evidence such as complaints, correspondence, telephone logs, etc. -- that the customer confusion it addresses is real. The Commission must show that unauthorized conversion practices are of such a magnitude and are creating such substantial confusion

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[22] Id. at 2090.

[23] Peel v. Attorney Registration and Disciplinary Comm'n of Illinois, 110 S.Ct. 2281, 2287 (1990) (quoting In Re R.M.J., 455 U.S. 191, 203 (1982)).

[24] In Re R.M.J., 455 U.S. 191, 203 (1982) (discussing commercial speech doctrine as applied to advertising for professional services).

and dissatisfaction among consumers that the public interest in curbing such practices by means of the proposed rules justifies placing restraints on the exercise of free speech by interexchange carriers. The "thin" record thus far established in the Notice simply fails to meet this burden.

As noted above, the Commission may not completely ban combined LOA/inducement forms if the information set forth therein can be presented in a way that is not misleading. The Commission has nowhere demonstrated that a combined LOA/inducement form cannot be formatted clearly to advise a consumer of the nature of the interexchange transaction. Accordingly, since a combined form can be formatted to eliminate customer confusion, the total ban proposed by the Commission is not the least restrictive alternative and probably is not constitutionally valid.

Comments on Other Matters

Beyond the proposed rules, the Commission seeks additional comment on certain matters. It asks whether it should be acceptable for carriers to encourage consumers who call an interexchange carrier's 800 number to switch to that interexchange carrier, even though such calls were not initiated for the purpose of changing carriers.[25] Comment is also sought on whether 800 numbers should not be permitted for the placing of

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[25] Notice at 10.

customer service orders.[26]

MCI strongly opposes restrictions on the use of 800 numbers because they go far beyond the elimination of purported deceptive practices. Such restrictions would result in the imposition of unwarranted constraints on legitimate commerce and would injure carriers and consumers alike. Currently, consumers find the use of 800 numbers to be a convenient method to initiate switching between interexchange carriers. Consequently, carriers, including MCI, heavily rely upon 800 numbers as part of their marketing strategies. If the Commission were to find that deceptive marketing practices resulted from the employment of 800 numbers by specific carriers in marketing their services -- such as charging customers for the 800 call itself -- it could pursue those engaged in such practices. The solution, however, is not to deny consumers and carriers alike the convenience of using 800 numbers for service order placement.

In addition, the Commission seeks comment on whether consumers should be absolved from liability for payments for "optional calling plans" to previous carriers after unauthorized conversions,[27] and whether adjustments should be made to interexchange carrier charges to consumers whose service is changed without their authorization.[28] MCI believes that consumers should be absolved from responsibility for optional

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[26] Id.

[27] Notice at 9.

[28] Id.

calling plan payments during the period they are presubscribed to the "new" carrier following the unauthorized conversion. As affected consumers are obligated to pay for services rendered by the "new" carrier,[29] it is unreasonable to also require that they continue to pay the previous carrier for services not actually being provided.[30] While at first glance this seems like it deprives the original carrier of revenues, the focus here must remain upon the consumer and what is necessary in achieving fairness. In this case, clearly, the consumer should be absolved of any payment obligation to its original carrier until it is returned to that entity.[31]

Consumers who are converted without authorization nevertheless should be required to pay for calls they place during the period when they are served by the unauthorized carrier. However, MCI believes that the charges for calls placed during the unauthorized conversion period should be adjusted to reflect an amount no greater than what the consumer would have paid to its original carrier for the calls. And, of course, consumers should not be liable for any PIC change charges that

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[29] See Public Notice, Federal Communications Commission, November 2, 1990.

[30] While consumers under these circumstances may still access the previous carrier's interexchange service by using the 10XXX access code, it is unlikely that many will do so or that such access would count toward their optional calling plans.

[31] The original carrier always has available to it Title II remedies, specifically, Section 208 complaint procedures, to seek to recover moneys lost during the time its customer was being served by the unauthorized carrier.

they did not authorize.[32]

MCI opposes the imposition of any "penalty" on interexchange carriers for alleged unauthorized conversions -- such as one which would have the consumer excused from paying for services used during the period of unauthorized conversion -- unless there is clear and convincing evidence that a carrier has willfully engaged in slamming. Experience has shown that there are a number of reasons to explain such unauthorized conversions, other than by attributing ill-intent to an interexchange carrier. Some unauthorized conversions are the product of unintentional clerical or computer errors, including those made by local exchange carriers. Experience also has s hown that some consumers feel "buyer remorse" after voluntarily converting, and others simply change their minds without admitting it. Another common occurrence involves cases in which one member of a household or business agrees to subscribe to an interexchange carrier's service and another individual in the household or business subsequently disagrees with the change. Since it is often difficult to assess fault when alleged unauthorized changes occur, it would be inappropriate to penalize interexchange carriers based upon a presumption that unauthorized conversions are the fault of such carriers.

Also, the Commission requests comments on several suggestions about information to be included in LOAs. MCI

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[32] See Illinois Citizens Utility Board Petition for Rule Making, Memorandum Opinion and Order, 2 FCC Rcd 1726 (1987).

believes that LOAs should contain only the name of the interexchange carrier which has a direct customer relationship, in other words, the carrier which provides the customer with any tariffed product, as distinct from the "underlying carrier" of the service.[33] For customers of switchless resellers, adopting such a rule would minimize possible confusion as to which carrier is responsible for providing their service.

MCI opposes any more stringent LOA rules for business customers than residential customers.[34] The Notice indicates that unlike the situation with residential customers, LOA forms sent to businesses might not be received and processed by the person authorized to order long distance presubscription for the business enterprise. Thus, even an LOA that is properly executed may result in an "unauthorized change" insofar as the person executing the LOA had no authority to do so.[35] In any business transaction, the potential always exists that a business may be bound by the action of persons having apparent, but not actual, authority to act on behalf of the business. The law of agency does not require any special showing of actual authorization, nor should it. Since this authorization issue is not unique to telecommunications, and because the Notice does not indicate that there has been any significant problem with forms being processed by persons who lack authority to order service for businesses,

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[33] Notice at 8.

[34] Notice at 9.

[35] Id.

this matter does not appear to warrant any Commission action at this time.

The Commission requests comment on whether rules should be adopted governing bilingual or non-English language LOAs.[36] MCI supports adoption of a rule requiring that if any part of a mailing to a prospective customer is in a non-English language, the LOA itself also would need to be sent in the same non-English language. Such rule would protect against carriers targeting non-English speaking consumers to take advantage of the language barrier.

MCI believes the suggestion that telephone numbers be preprinted on LOAs is unsound.[37] Such a rule would eliminate prospective customers and perhaps actually increase the number of alleged unauthorized conversions because of data entry errors and due to the great difficulty of maintaining updated databases on telephone numbers. Such a rule would also have the effect of preventing carriers from obtaining new customers through order forms used as part of general advertisements. With regard to the latter, consumers should be able to place written orders for service not only in response to direct mailings from carriers but, also, in response to written advertisements directed at the general public.

Finally, the Commission proposes that LOAs be printed with a

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[36] Notice at 9-10.

[37] See Notice at 7.

type font of sufficient size.[38] While MCI supports this proposal, it requests that the Commission allow carriers to use print-type which is no smaller than 6 points.

Conclusion

WHEREFORE, MCI TELECOMMUNICATIONS CORPORATION requests that the Commission consider the above comments in fashioning any new rules and in otherwise appropriately addressing the issues in its Notice.

Respectfully submitted,

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January 9, 1995

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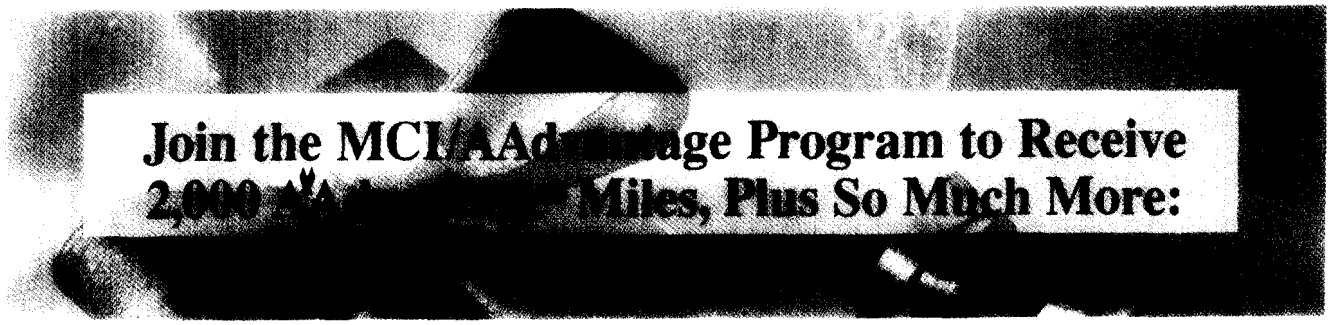
[38] Notice, Appendix A.

ATTACHMENT 1



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AREA CODE (___) _____

AREA CODE (___) _____

AAdvantage Number: _____

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X

SIGNATURE REQUIRED FOR ENROLLMENT TODAY'S DATE

DETACH HERE

* I authorize MCI to notify my local phone company that I am choosing MCI as my primary long distance carrier for the telephone number(s) listed above. I understand that I can have only one primary carrier per telephone number; and that my local telephone company may apply a small fee for this and any later change.

70051A/ ZAAC